TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM339599

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|
|------------------|----------------|

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-----------------------|
| Klockner Pentaplast of America, Inc. | | 04/28/2015 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | Credit Suisse AG, Cayman Islands Branch, as Collateral Trustee | |
|-----------------|---|--|
| Street Address: | 11 Madison Avenue | |
| City: | New York | |
| State/Country: | NEW YORK | |
| Postal Code: | 10010 | |
| Entity Type: | The Cayman Islands Branch of a Bank organized and existing under the laws of Switzerland: SWITZERLAND | |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark | | |
|----------------------|---------|------------------------------|--|--|
| Registration Number: | 0798682 | MIRREX | | |
| Registration Number: | 3518186 | SMARTCYCLE | | |
| Registration Number: | 3529228 | SMARTCYCLE MADE FROM BOTTLES | | |
| Registration Number: | 2000265 | TRUPRINT | | |
| Registration Number: | 2328567 | WAYPET | | |
| Registration Number: | 1502555 | WAYTEK | | |

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200

angela.amaru@lw.com Email:

Latham & Watkins LLP c/o Angela M. Amaru **Correspondent Name:**

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 038263-0347 |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | Angela M. Amaru |

| SIGNATURE: | /s/ Angela M. Amaru | |
|---|---------------------|--|
| DATE SIGNED: | 04/28/2015 | |
| Total Attachments: 5 | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2015, among Klöckner Pentaplast of America, Inc., each Additional Grantor listed on the signature pages hereto, (all of the foregoing, each a "**Grantor**" and collectively, the "**Grantors**") Credit Suisse AG, Cayman Islands Branch, as Collateral Trustee for the Secured Parties (as defined in the Intercreditor Agreement referred to below) (herein in such capacity, the "**Collateral Trustee**").

RECITALS

- (A) Kleopatra Holdings 2, an entity organized under the laws of Luxembourg ("Parent"), KP Holding GmbH & Co. KG, a company organized under the laws of the Federal Republic of Germany ("Holdings"), KP International Holding GmbH, a company organized under the laws of the Federal Republic of Germany ("Intermediate US Holdings"), Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and the other parties party thereto have entered into that certain Intercreditor Agreement dated as of April 28, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").
- (B) Parent, Holdings, Intermediate US Holdings, the Grantors, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and the other parties party thereto have entered into that certain Credit Agreement dated as of April 28, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement")
- (C) The Grantors are party to a Security Agreement, dated as of April 28, 2015, in favor of the Collateral Trustee (the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Debt Documents, including the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment or performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Trustee, for its benefit and for the benefit of the Secured Parties, a security interest in and Security on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Trademark Collateral" means each Grantor's right, title and interest in, to and under

- (a) all registrations and applications for registrations of trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers subject to the trademark laws of the United States or any similar offices in any State of the United States or any other country, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto and all rights in the trademarks, service marks, trade dress, logos, designs, and fictitious business names that are the subject of such registrations and applications;
- (b) all goodwill connected with the use of and symbolized thereby;
- (c) all claims for, and right to sue for, past, present or future infringements, dilutions or other violations of any of the foregoing;
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past, present or future infringement, dilution or other violation thereof; and
- (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include any Excluded Property and no Grantor shall be deemed to have granted a Security Interest therein.

SECTION 4 Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest granted by them in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall prevail.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KLÖCKNER PENTAPLAST OF AMERICA,

INC.

Name: Dr. Markus Hölzl Title: Officer / Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

COLLATERAL TRUSTEE:

ACCEPTED AND AGREED:

CREDIT SUISSE AG, CAYMAN ISLANDS

BRANCH

By:___ Name:

ROBERT HETU

Title:

AUTHORIZED SIGNATORY

Name:

Title:

Remy Riester Authorized Signatory

REEL: 005505 FRAME: 0530

SCHEDULE I

TRADEMARK COLLATERAL

Trademarks

| Grantor | Title | Filing Date/Issued Date | Status | Application/ Registration No. | Jurisdiction |
|--|---------------------------------------|-------------------------------|------------|-------------------------------------|--------------|
| Klockner Pentaplast of America, Inc. | Mirrex | November 16, 1965 | Registered | 0798682 | US |
| Klockner Pentaplast of America, Inc. | Smartcycle | October 14, 2008 | Registered | 3518186 | US |
| Klockner Pentaplast of America, Inc. | Smartcycle Made From Bottles (Design) | November 4, 2008 | Registered | 3529228 | US |
| Klockner Pentaplast of America, Inc. | Truprint | September 10, 1996 | Registered | 2000265 | US |
| Klockner Pentaplast of America, Inc. | Waypet | March 14, 2000 | Registered | 2328567 | US |
| Klockner Pentaplast of America, Inc. | Waytek | August 30, 1988 | Registered | 1502555 | US |

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RECORDED: 04/28/2015